

ORIGINAL

**SECOND AMENDMENT TO COOPERATION AGREEMENT  
FOR PAYMENT OF COSTS ASSOCIATED WITH  
CERTAIN REDEVELOPMENT AGENCY FUNDED PROJECTS**

**THIS SECOND AMENDMENT TO COOPERATION AGREEMENT FOR PAYMENT OF COSTS ASSOCIATED WITH CERTAIN REDEVELOPMENT AGENCY FUNDED PROJECTS** (this "**Second Amendment**") is entered into effective as of March 15, 2011, by and between the CITY OF SAN DIEGO, a municipal corporation (the "**City**"), and the REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, a public body, corporate and politic (the "**Agency**").

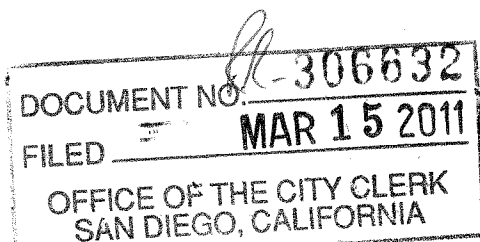
**RECITALS**

The City and the Agency (individually, a "**Party**" and collectively, the "**Parties**") enter into this Agreement with reference to the following facts and circumstances:

A. Pursuant to California Health and Safety Code Section 33220, the City and the Agency have entered into that certain Cooperation Agreement for Payment of Costs Associated with Certain Redevelopment Agency Funded Projects dated February 28, 2011, as amended by that certain First Amendment thereto dated March 11, 2011 (collectively, the "**Cooperation Agreement**"). A true and correct copy of the original Cooperation Agreement is on file with the Office of the City Clerk as Document No. RR-306632 and with the Office of the Agency Secretary as Document No. D-04618. All capitalized terms in this Second Amendment shall have the same meaning ascribed to them in the Cooperation Agreement, unless otherwise specified herein. Notwithstanding any other provision of this Second Amendment, the term "Agency" shall have the same meaning ascribed to it in the Cooperation Agreement.

B. Subject to the provisions of the Cooperation Agreement, the Agency has incurred debt to the City in the aggregate amount of \$4,107,090,901 in connection with the City's agreement to implement the Projects as set forth in the Schedule of Projects attached as Exhibit 1 to the Cooperation Agreement. Among other things, the Cooperation Agreement obligates the Agency to submit payments to the City in accordance with the Payment Schedule, attached as Exhibit 2 to the Cooperation Agreement, and as otherwise necessary to advance funds to the City for costs to be incurred by the City in implementing the Projects and performing its obligations pursuant to the Cooperation Agreement.

C. Section VI(5) of the original Cooperation Agreement allows the Parties to amend the Cooperation Agreement in writing, and further allows any written amendment to be agreed to and executed by the Mayor or designee on behalf of the City and the Executive Director or designee on behalf of the Agency so long as the amendment will not result in an increase in the total amount of funds payable by the Agency to the City under the Payment Schedule and will not require the adoption of any resolution or ordinance pursuant to the Community Redevelopment Law or other applicable law.



Cooperation Agreement  
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**RR-306632**

DOCUMENT NO. **D-04618/R-04618**  
FILED **MAR 15 2011**  
OFFICE OF THE REDEVELOPMENT AGENCY  
SAN DIEGO, CALIF.

D. The Parties now desire to enter into this Second Amendment on an administrative basis in accordance with Section VI(5) of the original Cooperation Agreement in order to substitute certain new Projects in the place of existing Projects in the Schedule of Projects and to reduce the allocation of funds toward one existing Project in the Schedule of Projects.

## AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises and covenants contained herein, the Parties mutually agree as follows:

### **I. AMENDMENTS TO THE COOPERATION AGREEMENT**

1. The Schedule of Projects (Exhibit 1 to the original Cooperation Agreement) is hereby amended as set forth in Exhibit A attached hereto. Despite such amendment, the aggregate amount of the debt incurred by the Agency to the City under the Cooperation Agreement, as modified by this Second Amendment, shall be unchanged. The addition of two Projects with an Agency investment in the cumulative amount of \$18,290,000 has been offset equally by the deletion of two Projects and the modification of another Project resulting in a reduction of the Agency investment in the cumulative amount of \$18,290,000.

2. The Projects affected by this Second Amendment are all situated within the Centre City Redevelopment Project Area. This Second Amendment removes specific Projects originally included in the Schedule of Projects due to the fact that, after the effective date of the original Cooperation Agreement, those specific Projects have been included in one or more separate contracts between the Agency and one or more third parties. Given that those specific Projects are now the subject of, and governed by, separate contracts between the Agency and one or more third parties, it is no longer necessary for those specific Projects to be included in the Schedule of Projects within the Cooperation Agreement, and the Agency will administer those Projects in accordance with their respective separate contracts. Nothing in this Second Amendment shall be interpreted to mean that the Agency or the City, or both, have modified or rescinded their earlier discretionary approvals with respect to the deleted Projects.

### **II. GENERAL PROVISIONS**

1. Effect of Second Amendment. The Parties agree that, except as expressly provided otherwise in this Second Amendment, the Cooperation Agreement and the exhibits attached thereto and any document executed or entered into pursuant to the Cooperation Agreement shall remain in full force and effect, enforceable in accordance with its terms and conditions, without diminution or waiver of any kind of any right, remedy, obligation or liability of the City or the Agency under the Cooperation Agreement.

2. Incorporation. The Recitals set forth above, and the exhibit attached hereto, are hereby incorporated into this Second Amendment by this reference, as though fully set forth herein.

3. Counterparts. This Second Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

4. Governing Law and Venue. This Second Amendment and the legal relations between the Parties shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State of California. This Second Amendment is made and entered into in the County of San Diego, California, and any legal actions or proceedings arising from or related to this Second Amendment shall be brought in the County of San Diego.

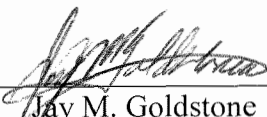
5. Severability. If any term, provision, covenant or condition of this Second Amendment is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Second Amendment shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such judicial determination.

6. Authority. Each Party warrants that the individuals who have signed this Second Amendment have the legal power, right, and authority to execute this Second Amendment and to bind each respective Party.

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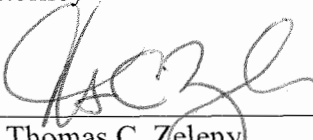
IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed as of the date first written above.

**CITY OF SAN DIEGO**

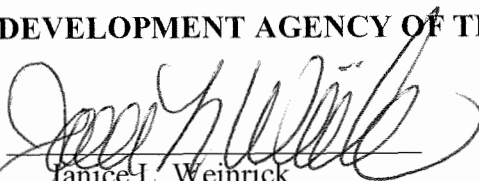
By:   
Jay M. Goldstone  
Chief Operating Officer

APPROVED AS TO FORM:

JAN I. GOLDSMITH  
City Attorney


By:   
Thomas C. Zeleny  
Chief Deputy City Attorney

**REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO**

By:   
Janice L. Weinrick  
Deputy Executive Director

APPROVED AS TO FORM:

JAN I. GOLDSMITH  
General Counsel

By:   
Kevin Reisch  
Deputy General Counsel

## **EXHIBIT A**

### **AMENDMENT TO SCHEDULE OF PROJECTS**

1. Project Nos. 341 and 343, both entitled "Permanent Homeless Housing and Services Center" in the Schedule of Projects, which were allocated an aggregate Agency investment of \$16,000,000 under the Cooperation Agreement, are hereby deleted in their entirety from the Schedule of Projects.
2. Project No. 400, entitled "Convention Center/Port Fire Station" in the Schedule of Projects, is hereby modified to reduce the Agency investment from \$20,520,000 to \$18,230,000 (i.e., a reduction of \$2,290,000).
3. The following Projects are hereby added to the Schedule of Projects:
  - (a) Project No. 414 entitled "Fire Station #2 (Bayside Fire Station)" with an Agency investment in the amount of \$17,180,000.
  - (b) Project No. 415 entitled "Bradley-Woolman Chapel (St. Cecilia's Chapel)" with an Agency investment in the amount of \$1,110,000.
4. Further details regarding the Projects modified or added to the Schedule of Projects pursuant to paragraphs 2 and 3 above are contained in Schedule 1 to this Exhibit A, which is incorporated herein by this reference.

## SCHEDULE 1

Added and Modified Individual Projects in Schedule of Projects

*[behind this page]*

# Schedule 1

Row #	Community	Project Area	Project Name	Category	Description & Projected Total Project Cost	Agency Investment	Schedule of Performance	Schedule of Performance (Year Project Complete)	Source of Funds to be Deposited with City	CEQA Review*	CRL Section 33445, 33334.2 or 33679 Applicability
CENTRE CITY DEVELOPMENT CORPORATION (CCDC)											
400	Centre City	Centre City	Convention Center/Port Fire Station	Fire Stations	Design, Construction and FF&E of new Fire Station located south of Harbor Drive in the vicinity of the Convention Center. Total Cost: \$21,520,000	\$ 18,230,000	Start: 2025 End: 2027	16	Tax Increment	15004	33679
414	Centre City	Centre City	Fire Station #2 (Bayside Fire Station)	Fire Stations	Provide funding for demolition and site preparation, permitting and construction of a three-story, approx. 16,000 sq. ft. fire station over a single level of below-grade parking and offsite streetscape improvements according to	\$ 17,180,000	Start: 2012 End: 2013	2	Tax Increment	15162 2006 FEIR Agency Reso R-04555 July 27, 2010	33679 Dec. 7, 2009: RA-2009-132 (Agency) and R-2009-1220 (Council)
415	Centre City	Centre City	Bradley-Woolman Chapel (St. Cecilia's Chapel)	Community, Cultural, and Historical Facilities	Provide funding for design, engineering and rehabilitation of the historic Bradley-Woolman (St. Cecilia's) Chapel located at Sixth and Cedar for the purpose of	\$ 1,110,000	Start: 2012 End: 2013	2	Tax Increment	15004; 15302	N/A

D-04618